

MINUTES OF THE CITY OF BIGGS  
REGULAR COUNCIL MEETING  
COUNTY OF BUTTE, STATE OF CALIFORNIA

July 18, 2011

Call To Order

The regular council meeting was called to order at 6:00 p.m. by Mayor Frith. Councilmembers Arnold, Bottorff and Sheppard were present. Vice Mayor Thompson was absent. Staff present: City Administrator Pete Carr, City Attorney Greg Einhorn, City Planner Scott Friend, City Engineer Steve Speights and City Clerk Roben Dewsnap.

1. **COMMUNITY PARTICIPATION:** None.

2. **BUSINESS:** City Financial Auditor

City Administrator Pete Carr introduced the new city engineer, Steve Speights, to council.

Mr. Carr stated council had directed staff to submit a request for proposals for the city financial auditor and the city received five responses. Council appointed a committee to review the proposals and the committee recommended Don Reynolds as the city's outside auditor.

Motion/Second to appoint Don Reynolds on a one year contract, then one more year contingent on his performance and a third year contingent on performance again.  
(Bottorff/Frith, MCU; Absent: Thompson)

3. **CONSENT CALENDAR:**

- A. Acknowledge receipt of Police Department Report for June 2011.
- B. Acknowledge receipt of Gridley-Biggs Animal Control Officer Report for June 2011.
- C. Acknowledge receipt of Biggs Fire Department Report for June 2011.
- D. Acknowledge receipt of Accountant's monthly cash and investment report for April and May 2011.
- E. Approve City Engineer Services Agreement.
- F. Authorize City Administrator to sign Letter Agreement between City and the Butte County Association of Governments for cooperative planning activities as part of the preparation of the County's Sustainable Communities Strategy Plan.
- G. Approve City Budget Modification.
- H. Acknowledge correspondence received from BCAV.

Motion/Second to accept the consent calendar. (Bottorff/Sheppard, MCU; Absent: Thompson)

4. **DEPARTMENT REPORTS:**

A. Planning:

City Planner Scott Friend reviewed the Department Activity Report – June 2011 / July 2011 included in the agenda packet.

- B. Engineering. City Engineer Steve Speights stated he was reviewing the city projects, especially the Sixth Street Bridge. Dave Swartz could finish a letter he was authorized by council to submit to the regional board. Mr. Carr asked if council would like the letter to come back to council before it was submitted. Council agreed to allow Mr. Carr to review and edit the letter and send it on to the board.

- C. Public Safety. Mr. Carr acknowledged the city's appreciation for the police department's help on July 4<sup>th</sup>.

- D. Flood Control. Councilmember Sheppard stated the agency hired a new engineer. A financial report states the agency is healthy. Construction should begin in 2013.
- E. Public Works. Mayor Frith stated the city construction standards were discussed at the last public works committee meeting. Water pressure would continue at 55 psi.
- F. Mayor Frith would be attending the NCPA meeting in Murphys on the 27<sup>th</sup> and 28<sup>th</sup>.
- G. BCAG and Air Quality. No report
- H. Solid Waste. Nothing to report.
- I. Other commission reports. Councilmember Sheppard reported on the Mosquito Abatement meeting he attended.
- J. City Administrator.
  - 1. City Administrator Items. Mr. Carr reported BCAV would take on National Night Out this year and the City of Biggs would co-sponsor. Mary Frith was asking the city for \$250 to buy cups, root beer and ice cream for this event.

Mayor Frith would abstain from any vote because he is a member of BCAV.

Motion/Second to approve the \$250 for BCAV to buy refreshments for National Night Out. (Bottorff, Sheppard, MCU; Abstain: Frith; Absent: Thompson)

Mr. Carr said Biggs would be involved in the 14 Mile Yard Sale on October 1<sup>st</sup>. October 8<sup>th</sup> will be the annual city cleanup day when Waste Management stages dumpsters for disposal of waste and recycling. BCAV will help those who need assistance.

Mr. Carr stated money had been put aside for shirts for council to wear at events such as League meetings. This item can be brought back to another meeting to be discussed or voted on.

- 2. City Planning Services Agreement. Mr. Carr presented the agreement with PMC for planning agreement. There are no changes from last year. He recommended approving the agreement.

Motion/Second to renew contract with PMC. (Sheppard/Bottorff, MCU; Absent: Thompson)

- 3. Public Works Crew Vacancy. Mr. Carr stated there had been an unexpected vacancy in the Public Works crew. A temporary employee has been hired at forty hours a week. Mr. Carr reviewed a staff report which listed four options and recommended authorizing the city administrator to fill the vacant Public Works position on a permanent basis per the Employee Manual.

Mayor Frith felt this could be an opportunity for salary savings associated with employees without the expense of an employee by termination. Councilmember Sheppard and Bottorff agreed with Mayor Frith and felt council should wait until the next council meeting to compare costs of contacting out some Public Works duties verses in house. Councilmember Arnold felt the safety of the employees should be

considered. He felt there should be a four man crew. Mayor Frith suggested keeping the temporary help for the next 60 days and compare costs of contracting services.

Councilmember Arnold made a motion to fill the Public Works position. Motion died for lack of Second.

Motion/Second to investigate the feasibility of eliminating or filling the Public Works position and take 60 days to look at it and then make a decision. Keep temporary worker in place until decision is made. (Sheppard/Bottorff, MC; Noes: Arnold; Absent: Thompson)

**5. INFORMATIONAL:** Mr. Carr stated there would be a League of California annual conference in San Francisco, September 21-23 and council should decide on a voting delegate.

**6. CLOSED SESSION:** Council adjourned to closed session at 7:18 p.m.

A. Pursuant to Government Code Section 54956.9(a) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Golden State Boring & Pipe Jacking, Inc. v. SJ&B Group Inc., et al.  
Butte County Superior Court Case No. 143430

B. Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Pete Carr, Bo Sheppard and Greg Einhorn  
Employee organization: Laborers' Local 185  
Unrepresented employees

**7. RESUME REGULAR MEETING:** Council resumed the regular council meeting at 7:45 p.m.

Motion/Second for settlement agreement & substitution of counsel in Golden State Boring and Pipe Jacking, Inc. case. (Sheppard/ , MCU; Absent: Thompson)

**8. ADJOURNMENT:** Meeting was adjourned at 7:47 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Roben Dewsnap, CITY CLERK

\_\_\_\_\_  
Roger L. Frith, MAYOR

MINUTES OF THE CITY OF BIGGS  
REGULAR COUNCIL MEETING  
COUNTY OF BUTTE, STATE OF CALIFORNIA

August 15, 2011

Call To Order

The regular council meeting was called to order at 6:00 p.m. by Mayor Frith. Vice Mayor Thompson, Councilmembers Arnold, Bottorff and Sheppard were present. Staff present: City Administrator Pete Carr, City Attorney Greg Einhorn, City Engineer Steve Speights and City Clerk Roben Dewsnap.

**1. COMMUNITY PARTICIPATION:** None.

**2. CONSENT CALENDAR:**

- A. Approval of Council Minutes for Regular Meetings of June 20, 2011 and Special Meeting of June 20, 2011.
- B. Approval of warrants: #25374 - 25546; #7958-7998; Z00476 - Z00503 for months of June and July 2011 in the amount of \$597,379.78.
- C. Acknowledge receipt of Police Department Report for July 2011.
- D. Acknowledge receipt of Gridley-Biggs Animal Control Officer Report for July 2011.
- E. Acknowledge receipt of Biggs Fire Department Report for July 2011.
- F. Acknowledge receipt of Accountant's monthly cash and investment report for June and July 2011.
- G. Approve Engagement Letter for auditor Donald Reynolds CPA.
- H. Approval of *RESOLUTION NO. 2011-13* by reading of title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT (2CA0144) FOR SERVICES FROM JULY 1, 2011 TO JUNE 30, 2012."
- I. Approve Fire Engine Usage Agreement.
- J. Approval of *RESOLUTION NO. 2011-18* by reading of title only, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING AN EXPENDITURE PLAN TO RECEIVE CITIZEN'S OPTIONS FOR PUBLIC SAFETY (COPS) GRANT FUNDS FOR FISCAL YEAR 2011/2012."

Mayor Frith made a correction to a motion made on page 4, the second motion/second was actually made by Sheppard/Thompson and a motion on page 5 motion /second should be Sheppard/Frith.

Motion/Second to accept the consent calendar with changes. (Thompson/Bottorff, MCU)

**3. DEPARTMENT REPORTS:**

A. Planning:

City Administrator Pete Carr reviewed the Department Activity Report – July 2011 / August 2011 included in the agenda packet.

B. Engineering. City Engineer Steve Speights reviewed the Activity Report and Project Updates report in the agenda packet. Mr. Speights distributed a cost estimate for the Sixth Street Bridge and the Waste Water Treatment Plant Evaluation.

Mr. Speights stated the city has not been meeting its waste discharge requirements since 2008 and the city has been receiving fines for this. Bennett Engineering has proposed a plan to help get the project back on track. The regional board is looking for compliance by June 2012 and the city is not in a position to meet that schedule at this time. Mr. Speights was asking council to approve a work plan that would help meet the discharge requirement of June 2012 and put the city on a path to the longer term land disposal. Mr. Speights reviewed the tasks that would need to be completed to meet the schedule.

The city would also need to get the USDA application back on track. He was asking for an emergency finding to authorize the engineer to begin this project at a cost of \$93,390. Mr. Carr stated the funds would come from sewer improvement and general funds.

Motion/Second to add this emergency item to the agenda. (Bottorff/Sheppard, MCU)

Motion/Second to approve the estimated expenditure of \$93,390. (Thompson/Sheppard, MCU)

- C. Public Safety. Mayor Frith asked Assistant Police Chief Dean Price to come forward. He thanked him for the help with National Night Out and presented him with a letter for Police Chief Keeler.
- D. Councilmember Bottorff reported on the Sutter Butte Flood Control Agency Meeting he attended. The agency would like to make a 30 minute presentation to council at the next regular council meeting on September 19<sup>th</sup>.
- E. Public Works. Councilmember Arnold stated the city was still working with CEC on the engineering transition.
- F. Electric. Mayor Frith stated legislation is being enacted for the reassessment of the Renewable Portfolio Standard (RPS). The city may want to look at projects for renewables. The city will also need to redo their RPS document.
- G. BCAG and Air Quality. Vice Mayor Thompson stated the City of Chico passed the mandatory burn ban and would like Butte County to assist in regulating this ban.
- H. Solid Waste. Nothing to report.
- I. Other commission reports. Councilmember Sheppard reported on Mosquito Abatement and stated the environmental impact report was accepted.

Vice Mayor Thompson stated a recreation program has started at the Biggs Community Hall with Zumba classes.

- J. City Attorney Greg Einhorn stated in January of 1996, the City provided \$19,500 in a block grant fund to Lamoin Brooks for improvements on his home. Mr. Brooks passed away some time ago and the property has been vacant. The City placed a lien on the property in 2007. The property is being sold in a short sale and the reported value of the home is \$50,000. USDA has a first in line lien for \$72,999 and the City of Biggs is second in line. USDA will not distribute any proceeds to the city and the sale of the home cannot take place until the city releases the lien on the property. Mr. Einhorn was asking council to allow Mr. Carr to sign a Substitution of Trustee and Deed of Full Reconveyance to allow the sale of the property.

Mayor Frith stated concerns of possible liability and would authorize reconveyance subject to no negative impact to the city.

- K. City Administrator.

- 1. Proposal for Grant Administration and Community Development Services. Mr. Carr recommended PMC to handle the city's grant administration and assist in community development activities up to \$15,000. Councilmember Arnold suggested looking at other options and contact Lori Adams. Council agreed.

MINUTES OF THE CITY OF BIGGS  
REGULAR COUNCIL MEETING

August 15, 2011

2. Annual Salary Adjustment. Mr. Carr stated Biggs has traditionally provided an annual cost-of-living (COLA) salary adjustment for all employees on October 1 of each year. In 2010, the City and union agreed to drop the COLA and give all employees, except the city administrator, a \$1 per hour increase in 2010 with a 25 cent increase for 2011 and 2012. Mr. Carr asked council if the 25 cent per hour was applicable to all employees or just the bargaining employees. What happens if the increase causes an employee to go over the top of the salary limit?

Mayor Frith stated a merit increase takes away the ability for council to maintain budgetary controls of salary costs. He felt the elimination of the COLA was costing the city more money.

Resident Mary Frith explained how the government pay increase works. She said employees receive a merit increase after each year of employment until they reach the top of the pay scale. Then, the only pay increase the employee receives is a COLA and all employees receive it. The whole grid increases with a COLA. She also asked what it would cost the city for a 25 cent per hour increase for the employees. Mr. Carr stated the total increase would be \$5,600.

Council needed more clarification agreed to hold this item over to the next regular council meeting.

3. Mr. Carr stated Council was asked to designate a voting delegate and alternate for the annual business meeting of the League of California Cities scheduled for September 23, 2011. Councilmember Arnold was planning on attending the meeting.

Motion/Second to designate Councilmember Arnold to be our voting delegate with Mr. Carr as the alternate. (Thompson/Arnold, MCU)

4. Mr. Carr stated at a recent BCAV Meeting there was discussion to consider a new city motto. Council discussed different ideas and ways to inform the citizens of a possible change and suggested mottos. Mr. Carr would bring back more information at the next council meeting.
5. Mr. Carr informed council that staff received three bids for janitorial services at city hall for cleaning every other week and the council building once a month. He suggested council accept the bid from SJS Janitorial Services.

Motion/Second to accept the bid from SJS Janitorial Services and authorize city administrator to enter into agreement for services at stated bid. (Thompson/Arnold, MCU)

4. **INFORMATIONAL:** Councilmember Arnold was concerned about missing the closed session meeting at 5:30 p.m. and asked if the item could be brought back again for a council vote. Mr. Einhorn stated he would discuss this with him.

Councilmember Bottorff asked what the results were with the meeting on medical. Mr. Carr said the city would be staying with PERS and cap at a PPO cost.

**5. CLOSED SESSION:** Cancelled

**6. ADJOURNMENT:** Meeting was adjourned at 8:37 p.m.

ATTEST:

APPROVED:

Roben Dewsnap, CITY CLERK

Roger L. Frith, MAYOR

MINUTES OF THE CITY OF BIGGS  
SPECIAL COUNCIL MEETING  
COUNTY OF BUTTE, STATE OF CALIFORNIA

August 8, 2011

**1. Call To Order:**

The special meeting of the Biggs City Council was called to order at 4:32 p.m. by Mayor Frith. Councilmembers Arnold, Bottorff and Sheppard were present. Staff present: City Administrator Pete Carr. City Attorney Greg Einhorn was available by telephone. Vice Mayor Thompson arrived at 4:40 p.m.

**2. CLOSED SESSION:** Council adjourned to closed session at 4:32 p.m.

Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR  
NEGOTIATORS

Agency designated representatives: Pete Carr, Bo Sheppard and Greg Einhorn

Employee organization: Laborers' Local 185

Unrepresented employees

**3. RESUME SPECIAL MEETING:** Council resumed special meeting at 6:25 p.m.

Nothing to report.

**4. ADJOURNMENT:** Meeting was adjourned at 6:27 p.m.

ATTEST:

APPROVED:

---

Roben Dewsnap, CITY CLERK

---

Roger L. Frith, MAYOR

MINUTES OF THE CITY OF BIGGS  
SPECIAL COUNCIL MEETING  
COUNTY OF BUTTE, STATE OF CALIFORNIA

August 15, 2011

**1. Call To Order:**

The special meeting of the Biggs City Council was called to order at 5:31 p.m. by Mayor Frith. Vice Mayor Thompson, Councilmembers Bottorff and Sheppard were present. Councilmember Arnold was absent. Staff present: City Administrator Pete Carr and City Attorney Greg Einhorn.

**2. CLOSED SESSION:** Council adjourned to closed session at 5:31 p.m.

Pursuant to Government Code §54957  
Work Schedule  
Title Code Enforcement

**3. RESUME SPECIAL MEETING:** Council resumed special meeting at 5:48 p.m.

Nothing to report.

**4. ADJOURNMENT:** Meeting was adjourned at 5:49 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
Roben Dewsnup, CITY CLERK

\_\_\_\_\_  
Roger L. Frith, MAYOR



REPORT.: Sep 01 11 Thursday  
 RUN....: Sep 01 11 Time: 08:38  
 Run By.: Roben Dewsnap

City of Biggs  
 Month End Cash Disbursements Report  
 Report for 08-11 BANK ACCOUNT 1010

PAGE: 001  
 ID #: PY-CI  
 CTL.: BIC

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
08-11	025547	08/05/11	ATT02 (AT&T )		313.85	.00	313.85	Automatic Generated Check
	025548	08/05/11	CAR04 (Peter R. Carr)		494.19	.00	494.19	Automatic Generated Check
	025549	08/05/11	CIT03 (Cityside Management)		158.04	.00	158.04	Automatic Generated Check
	025550	08/05/11	COR01 (CORBIN WILLITS SYSTEM INC)		328.95	.00	328.95	Automatic Generated Check
	025551	08/05/11	DEL01 (Preferred Benefit)		656.28	.00	656.28	Automatic Generated Check
	025552	08/05/11	ESC01 (Escudero Web Services)		450.00	.00	450.00	Automatic Generated Check
	025553	08/05/11	FEL01 (Jose Felix)		170.00	.00	170.00	Automatic Generated Check
	025554	08/05/11	FLE00 (Fletcher's Plumbing &)		411.20	.00	411.20	Automatic Generated Check
	025555	08/05/11	FLE01 (Fleet Services)		24.00	.00	24.00	Automatic Generated Check
	025556	08/05/11	GRIHE (Gridley Herald)		140.62	.00	140.62	Automatic Generated Check
	025557	08/05/11	HAR05 (Harshbarger Ace Hardware)		879.69	.00	879.69	Automatic Generated Check
	025558	08/05/11	HOS01 (The Hose Shop, LLC)		71.29	.00	71.29	Automatic Generated Check
	025559	08/05/11	JCN00 (J C Nelson Supply Co)		119.63	.00	119.63	Automatic Generated Check
	025560	08/05/11	MAX01 (Maximus Security Systems)		100.75	.00	100.75	Automatic Generated Check
	025561	08/05/11	PMC01 (PMC, Inc.)		3,328.53	.00	3,328.53	Automatic Generated Check
	025562	08/05/11	PRI02 (PLIC - SBD Grand Island)		112.41	.00	112.41	Automatic Generated Check
	025563	08/05/11	PUB02 (Calif Public Employees')		10,484.74	.00	10,484.74	Automatic Generated Check
	025564	08/05/11	SAV01 (Brienne Saville)		20.84	.00	20.84	Automatic Generated Check
	025565	08/05/11	VIS00 (VistaNet Inc)		120.00	.00	120.00	Automatic Generated Check
	025566	08/05/11	VSP01 (Vision Service Plan-(CA))		81.92	.00	81.92	Automatic Generated Check
	025567	08/05/11	WAS04 (Waste Management)		9,606.00	.00	9,606.00	Automatic Generated Check
	025568	08/19/11	NCPA (Northern CA Power Agency)		62,632.00	.00	62,632.00	Automatic Generated Check
	025569	08/19/11	3CO01 (3CORE )		8,359.63	.00	8,359.63	Automatic Generated Check
	025570	08/19/11	AFL01 (Aflac )		333.68	.00	333.68	Automatic Generated Check
	025571	08/19/11	AIR00 (Airgas-NCN, Inc.)		22.65	.00	22.65	Automatic Generated Check
	025572	08/19/11	ALL01 (All Metals Supply, Inc.)		677.26	.00	677.26	Automatic Generated Check
	025573	08/19/11	ARA01 (Aramark Uniform Services)		398.35	.00	398.35	Automatic Generated Check
	025574	08/19/11	ARE02 (Francisco Arellano)		135.62	.00	135.62	Automatic Generated Check
	025575	08/19/11	BCA01 (BCAV )		150.00	.00	150.00	Automatic Generated Check
	025576	08/19/11	CAL02 (Cal Rural Water Assoc.)		250.00	.00	250.00	Automatic Generated Check
	025577	08/19/11	CAL03 (California Engineering)		25,568.98	.00	25,568.98	Automatic Generated Check
	025578	08/19/11	DEW01 (Roben Dewsnap)		97.12	.00	97.12	Automatic Generated Check
	025579	08/19/11	DON00 (Don's Shoes)		209.13	.00	209.13	Automatic Generated Check
	025580	08/19/11	EIN01 (Gregory P. Einhorn)		3,419.00	.00	3,419.00	Automatic Generated Check
	025581	08/19/11	FAM01 (Family T-Shirt Factory)		177.53	.00	177.53	Automatic Generated Check
	025582	08/19/11	FAR01 (Alicia Farfan)		87.50	.00	87.50	Automatic Generated Check
	025583	08/19/11	FLE00 (Fletcher's Plumbing &)		500.00	.00	500.00	Automatic Generated Check
	025584	08/19/11	GRI04 (City of Gridley)		58,886.30	.00	58,886.30	Automatic Generated Check
	025585	08/19/11	GRO01 (Groeniger & Company)		189.44	.00	189.44	Automatic Generated Check
	025586	08/19/11	HOM01 (Home Depot Credit Service)		675.49	.00	675.49	Automatic Generated Check
	025587	08/19/11	KNI01 (Knife River Construction)		176.23	.00	176.23	Automatic Generated Check
	025588	08/19/11	KYD01 (Kyocera Mita America Inc)		129.04	.00	129.04	Automatic Generated Check
	025589	08/19/11	MAC01 (Mac's Hardware & Rental)		369.93	.00	369.93	Automatic Generated Check
	025590	08/19/11	MED01 (Trini Medina)		170.00	.00	170.00	Automatic Generated Check

REPORT.: Sep 01 11 Thursday  
 RUN....: Sep 01 11 Time: 08:38  
 Run By.: Roben Dewsnap

City of Biggs  
 Month End Cash Disbursements Report  
 Report for 08-11 BANK ACCOUNT 1010

PAGE:  
 ID #: PY  
 CTL.:

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
08-11	025591	08/19/11	NOR05 (NORMAC)		23.17	.00	23.17	Automatic Generated Cf
	025592	08/19/11	PET01 (Petty Cashier)		24.90	.00	24.90	Automatic Generated Cf
	025593	08/19/11	PGE01 (PACIFIC GAS & ELECTRIC CO)		34.83	.00	34.83	Automatic Generated Cf
	025594	08/19/11	PIP00 (PIP Printing & Document)		352.23	.00	352.23	Automatic Generated Cf
	025595	08/19/11	PMC01 (PMC, Inc.)		10,237.50	.00	10,237.50	Automatic Generated Cf
	025596	08/19/11	QUI01 (Quill Corporation)		112.70	.00	112.70	Automatic Generated Cf
	025597	08/19/11	RIG01 (Right Way Pest Control)		119.00	.00	119.00	Automatic Generated Cf
	025598	08/19/11	ROT02 (Rotary Club of Gridley)		132.00	.00	132.00	Automatic Generated Cf
	025599	08/19/11	UNI04 (Univar USA Inc)		1,071.70	.00	1,071.70	Automatic Generated Cf
	025600	08/19/11	VAL01 (Valley Truck & Tractor Co.)		14.91	.00	14.91	Automatic Generated Cf
	025601	08/19/11	WAS04 (Waste Management)		250.47	.00	250.47	Automatic Generated Cf
	025602	08/19/11	YUB01 (City of Yuba City)		1,605.10	.00	1,605.10	Automatic Generated Cf
	025603	08/25/11	BON01 (James Bone)		312.66	.00	312.66	Automatic Generated Cf
	025604	08/25/11	CAL03 (California Engineering)		4,076.70	.00	4,076.70	Automatic Generated Cf
Total for Bank Account 1010 ---->					210,055.68	.00	210,055.68	
Grand Total of all Bank Accounts ----->					210,055.68	.00	210,055.68	

Report.: 08/31/11  
Run On.: 08/31/11  
Time...: 09:13  
Run By.: Roben Dewsnap

Month End Warrant Register

Page.: 00001  
Id...: SPMEM  
Ctl...: BIG  
Prog.: SP0260

Warrant Num	P#	Date	Payroll Number	Period Begin	End	*** Employee or Vendor *** Nbr	Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
7999	00	08/05/11	15of24	07/16/11	07/31/11			08-11	150.10	10.28	.00	139.82
8000	00	08/05/11	15of24	07/16/11	07/31/11			08-11	1050.50	71.96	.00	978.54
8001	00	08/05/11	15of24	07/16/11	07/31/11			08-11	2852.34	946.37	21.65	1884.32
8002	00	08/05/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	B10802		1484.61
8002	01	08/05/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	1B10802		1902.48
8002	02	08/05/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	2B10802		530.50
										TOTAL FOR VENDOR BOA01:		3917.59
8003	00	08/05/11	VENDOR PAYMENT	-----		EDD01	Employment Developme	08-11	INVOICE NO.:	B10802		503.95
8003	01	08/05/11	VENDOR PAYMENT	-----		EDD01	Employment Developme	08-11	INVOICE NO.:	1B10802		219.51
										TOTAL FOR VENDOR EDD01:		723.46
8004	00	08/05/11	VENDOR PAYMENT	-----		PUB01	PERS-Retirement Syst	08-11	INVOICE NO.:	B10802		2571.05
8005	00	08/19/11	16of24	08/01/11	08/15/11			08-11	119.97	8.22	.00	111.75
8006	00	08/19/11	16of24	08/01/11	08/15/11			08-11	1050.50	71.96	.00	978.54
8007	00	08/19/11	16of24	08/01/11	08/15/11			08-11	2971.28	996.40	52.65	1922.23
										TOTAL FOR VENDOR PUB01:		2571.05
8008	00	08/19/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	B10816		1423.00
8008	01	08/19/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	1B10816		1879.42
8008	02	08/19/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	2B10816		524.06
										TOTAL FOR VENDOR BOA01:		3826.48
8009	00	08/19/11	VENDOR PAYMENT	-----		EDD01	Employment Developme	08-11	INVOICE NO.:	B10816		484.64
8009	01	08/19/11	VENDOR PAYMENT	-----		EDD01	Employment Developme	08-11	INVOICE NO.:	1B10816		216.86
										TOTAL FOR VENDOR EDD01:		701.50
8010	00	08/19/11	VENDOR PAYMENT	-----		LAB02	Laborers Local 185	08-11	INVOICE NO.:	B10816		93.00
										TOTAL FOR VENDOR LAB02:		93.00
8011	00	08/19/11	VENDOR PAYMENT	-----		PUB01	PERS-Retirement Syst	08-11	INVOICE NO.:	B10816		2587.46
										TOTAL FOR VENDOR PUB01:		2587.46
8012	00	08/19/11	VENDOR PAYMENT	-----		STA14	STATE STREET BANK &	08-11	INVOICE NO.:	B10816		148.82
8013	00	08/25/11	8of12	08/01/11	08/31/11			08-11	300.00	20.55	.00	279.45
8014	00	08/25/11	8of12	08/01/11	08/31/11			08-11	300.00	20.55	.00	279.45
8015	00	08/25/11	8of12	08/01/11	08/31/11			08-11	300.00	20.55	.00	279.45
8016	00	08/25/11	8of12	08/01/11	08/31/11			08-11	300.00	20.55	.00	279.45
8017	00	08/25/11	8of12	08/01/11	08/31/11			08-11	300.00	20.55	.00	279.45
										TOTAL FOR VENDOR STA14:		148.82
8018	00	08/29/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	B10829		.00
8018	01	08/29/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	1B10829		156.00
8018	02	08/29/11	VENDOR PAYMENT	-----		BOA01	BANK OF AMERICA, NT&	08-11	INVOICE NO.:	2B10829		43.50
										TOTAL FOR VENDOR BOA01:		199.50
8019	00	08/29/11	VENDOR PAYMENT	-----		EDD01	Employment Developme	08-11	INVOICE NO.:	B10829		.00
8019	01	08/29/11	VENDOR PAYMENT	-----		EDD01	Employment Developme	08-11	INVOICE NO.:	1B10829		18.00
700504	00	08/05/11	15of24	07/16/11	07/31/11			08-11	2116.89	639.22	1477.67	.00
700505	00	08/05/11	15of24	07/16/11	07/31/11			08-11	3720.73	1060.24	2660.49	.00
700506	00	08/05/11	15of24	07/16/11	07/31/11			08-11	1923.48	548.80	1374.68	.00
700507	00	08/05/11	15of24	07/16/11	07/31/11			08-11	718.46	163.77	554.69	.00

Report.: 08/31/11  
 Run On.: 08/31/11  
 Time...: 09:13  
 Run By.: Roben Dewsnap

Month End Warrant Register

Page.: 00002  
 Id...: SPMEM  
 Ctl...: BIG  
 Prog.: SP0260

Warrant Num	P#	Date	Payroll Number	Period Begin	End	*** Employee or Vendor *** Nbr	Name	Cal Prd	Gross Earnings	Tax Withheld	Deductions Withheld	Warrant Amount
Z00500	00	08/05/11	15of24	07/16/11	07/31/11			08-11	1527.36	370.66	1156.70	.00
Z00509	00	08/05/11	15of24	07/16/11	07/31/11			08-11	1781.01	403.96	1377.05	.00
Z00510	00	08/05/11	15of24	07/16/11	07/31/11			08-11	2607.88	698.44	1909.44	.00
Z00511	00	08/19/11	16of24	08/01/11	08/15/11			08-11	1703.09	483.67	1219.42	.00
Z00512	00	08/19/11	16of24	08/01/11	08/15/11			08-11	3720.73	1060.23	2660.50	.00
Z00513	00	08/19/11	16of24	08/01/11	08/15/11			08-11	1846.81	528.66	1318.15	.00
Z00514	00	08/19/11	16of24	08/01/11	08/15/11			08-11	817.25	178.35	638.90	.00
Z00515	00	08/19/11	16of24	08/01/11	08/15/11			08-11	1617.50	396.30	1221.20	.00
Z00516	00	08/19/11	16of24	08/01/11	08/15/11			08-11	1771.81	402.22	1369.59	.00
Z00517	00	08/19/11	16of24	08/01/11	08/15/11			08-11	2607.88	698.43	1909.45	.00
									38175.57	9840.89	20922.23	22199.31

	Current Month	Year to Date 2011
Accidents Fatal	0	0
Accidents Personal Injury	0	0
Accidents Pedestrians	0	0
Accidents PropertyDamage	0	3
Hit and Run PDO	0	1
Hit and Run Injury	0	1
Accidents Total	0	5
Moving Violation Citations	6	32
Non-Moving Violations	6	23
Speeding Citations	4	10
Traffic Citations-Total	16	65
D.U.I. Arrests	0	3



City of  
Gridley

# City of Gridley Gridley-Biggs Police Department



GARY D. KEELER  
Chief of Police



<b>CITY OF BIGGS MONTH IN REVIEW</b>			
<b>August. 2011</b>			
<b>CALLS FOR SERVICE</b>		<b>ARREST CRIME REPORT</b>	
911	12	<b>ADULTS</b>	
ALARMS	11		
ANIMAL	15	DRIVING WHILE SUSPENDED	2
AREA CHECK	26	UNLICENSED DRIVER	1
ATTEMPT SERVE/CONTACT	1		
BE ON THE LOOK OUT	2		
BIKE TRAFFIC	1		
BURGLARY	1	<b>JUVENILE</b>	
BUSINESS CHECK	1		
CHILD CUSTODY ISSUE	1		
CIVIL STANDBY	2		
DECEASED PERSON	1		
DISABLED VEHICLE	2		
DISTURBANCE	1		
DRIVING WHILE SUSPENDED	2		
EXTRA PATROL REQUEST	3		
FIREWORKS COMPLAINT	1		
INFORMATION	10		
JUVENILE CONTACT	2		
LOST PROPERTY	1		
OUTSIDE ASSIST	11		
PARKING COMPLAINT	2		
PEDESTRIAN CHECK	10		
PUBLIC WORKS CALL OUT	1		
RECKLESS DRIVING	2		
SHORTS FIRED	2		
SUSPICIOUS CIRCUMSTANCES	7		
SUSPICIOUS VEHICLE	5		
THREATS	2		
TRAFFIC STOPS	49		
TRESPASSING	1		
UNLICENSED DRIVER	1		
UNSTABLE PERSON	1		
VANDALISM	2		
VIOLATION OF PROBATION	1		
WELFARE CHECK	2		

**GRIDLEY-BIGGS POLICE DEPARTMENT  
MONTHLY COUNCIL REPORT  
CITY OF BIGGS**

*August. 2011*

<b>TYPE</b>	<b>THIS MONTH</b>	<b>YEAR TO DATE</b>	<b>2010</b>
		<b>2011</b>	<b>YEAR TO DATE</b>
<b># OF ARREST</b>			
ADULTS	3	55	44
JUVENILE	0	10	7
<b># OF CITATIONS</b>			
TRAFFIC/CRIMINAL	16	50	70
<b>MISC CALLS FOR SERVICE</b>			
	195	1,187	1,149
<b># OF CRIMES REPORTED</b>			
FELONY	2	25	27
MISDEMEANOR	10	72	71
<b># OF WARRANT ARREST</b>			
ADULT	0	19	11
JUVENILE	0	1	2
<b># OF 911 CALLS</b>			
	12	97	91

**GRIDLEY BIGGS POLICE DEPARTMENT**  
**CITY OF BIGGS MONTH IN REVIEW**  
**August. 2011**

**PERSONNEL**

*No personnel changes for the month of August.*

**TRAINING**

*8/16/2011 All department members attended in house training, Policies, K-9, Animal Control and other miscellaneous department updates.*

**NOTES**

*8/2/2011 Department members along with RSVP's and Explorers assisted with National Night Out in Gridley and Biggs.*  
*8/10/2011 Asst. Chief Price attended City of Gridley Safety Meeting*  
*8/10/2011 Asst. Chief Price attended a Shooting Protocol meeting in Oroville.*  
*8/12/2011 Department members along the several other agencies conducted a BCAGE Detail.*  
*8/15/2011 Asst. Chief Price attended the Biggs City Council Meeting*  
*8/18/2011 Asst. Chief Price attended BINTF LEA meeting.*  
*8/18/2011 Asst. Chief Price attended a Guardian Meeting in Gridley.*  
*8/19/2011 Department Members Assisted with DUI Saturation with Paradise PD.*  
*9/1/2011 Department Members Assisted with DUI Saturation with Oroville PD.*  
*08-25-08-28 Department members along with several other agencies assisted with the Butte County Fair.*  
*8/27/2011 Department members along with several other agencies assisted with DUI Saturation in the Gridley and Biggs area,*  
*8/31/2011 Chief Keeler met with the interim Gridley Union School District Superintend to discuss current issues and introduction to the Police Department.*

**Response times for this month are as follows:**

*Priority 1 Events that involve injury, are life threatening or in progress*  
*Priority 2 Events that involve property loss or damage*  
*Priority 3 Other events that do not involve injury, threat of life, property loss or damage.*  
*Priority 1 4 minutes*  
*Priority 2 6 minutes*



# MONTHLY REPORT OF LOCAL RABIES CONTROL ACTIVITIES

For Biggs August, 2011

City of Biggs Animal Control

Total calls for service: 15

RABIES VACCINATION AND LICENSING	A. Number of "Actual Cost" rabies public vaccination clinics held	0	
	B. Number of animal control citations issued for rabies vaccination and licensing violations	0	
		Dogs	Cats
	C. Dogs and cats vaccinated in "Actual Cost" public vaccination clinics	0	0
	D. Dogs and cats licensed in "Actual Cost" public vaccination clinics	0	0
CANINE AND FELINE RABIES CONTROL	E. Total number of dogs and cats <b>LICENSED</b> in jurisdiction	123	0
	F. Dogs and cats on hand in the shelter 1, 2011 (carried over from June 30, 2011)	2	3
	G. Dogs and cats entering the shelter, TOTAL: (Total should equal sum of 1 to 5 below)	4	5
	1. Dogs and cats captured by Animal Control Officers	4	5
	2. Dogs and cats surrendered by owners (not including those surrendered for quarantine)	0	0
	3. Dogs and cats surrendered by the public <b>G1 THROUGH G5</b>	0	0
	4. Dogs and cats impounded for animal bite quarantines <b>ARE</b>	0	0
	5. Dogs and cats transferred from another shelter <b>MUTUALLY EXCLUSIVE</b>	0	0
	H. Disposition of dogs and cats entering shelter, TOTAL: (Total should equal sum of F. plus 1 to 6 below)	5	6
	1. Dogs and cats reclaimed by owner	1	1
	2. Dogs and cats adopted by new owners <b>H1 THROUGH H6</b>	2	3
	3. Dogs and cats euthanized <b>ARE</b>	1	2
	4. Dogs and cats died of other causes <b>MUTUALLY EXCLUSIVE</b>	0	0
	5. Dogs and cats stolen, escaped, etc.	0	0
	6. Dogs and cats transferred to another shelter	1	0
ANIMAL BITE REPORTING	I. Dead dogs and cats collected (excluding F, G, and H above)	0	0
	J. Dogs and cats on hand in the shelter July 31, 2011 (to be carried over to August 1, 2011)	1	2
	K. Animal bites reported, TOTAL: (Total should be the sum of 1 and 2 below)	0	
		Dogs	Cats
	1. DOG and CAT bites reported, TOTAL: (Total should be the sum of a, b, c, and d below)	0	0
	a. Licensed	0	0
	b. Vaccinated only	0	0
	c. Neither licensed or vaccinated (but owned)	0	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported, TOTAL: (Total should be the sum of a and b below)	0	
	a. Other domestics (excluding cats)	0	
	b. Wild	0	

Other Animals Picked up: 1 heron

		Dogs	Cats
ANIMAL QUARANTINES	L. Number of 30 day quarantines for vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	
	O. Number of 30 day or 6 month quarantines not completed because the animals were euthanized.	0	
AGENCY ADMIN.	P. Number of animal control officers employed in jurisdiction	1	
	Q. Gridley-Biggs Animal Control 685 Kentucky Street, Gridley, CA 95948 530-846-4825		

Completed by:

Signature: Amy Burgess

Name: Amy Burgess

Title: Animal Control Officer

Agency: Gridley-Biggs Animal Control

Telephone: 530-846-4825

Endorsement by local Health Officer or  
Authorized representative:

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Telephone: \_\_\_\_\_

AFTER ENDORSEMENT  
PLEASE FORWARD COMPLETED FORM TO:

Veterinary Public Health Section  
California Department of Health Services  
MS 7308  
P.O. Box 997413  
Sacramento, CA 95899-7413

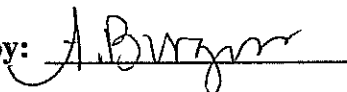
PHONE: (916) 552-9740  
FAX: (916) 552-9725

## Biggs Monthly Animal Bite Activity

Agency: Gridley-Biggs Animal Control Monthly August, 2011

		Dogs	Cats
Animal Bite Reporting	A. Animal Bites Reported. TOTAL should be the sum of 1 and 2 below.	0	0
	1. DOG and CAT bites reported. Should equal sum of a, b, c, and d.	0	0
	a. Licensed	0	0
	b. Vaccinated only.	2	0
	c. Neither Licensed or Vaccinated	0	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported. Should equal sum of a and b.	0	0
	a. Other domestic (excluding cats.)	0	0
	b. Wild	0	0
Animal Quarantines	L. Number of 30 day quarantines for Vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for Unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for Domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	0
	O. Number of 30 day or 6 month Quarantines not completed because animals were euthanized.	0	0
Agency Administration	P. Number of animal Control Officers Employed in the jurisdiction.	1	

Prepared by:



A. Burgess Gridley-Biggs Animal Control  
Officer

Date: Sept 9, 2011

685 Kentucky Street  
Gridley, CA 95948  
530-846-4825

# Biggs Fire Department

## Report on Conditions

August 2011

---

	County	City
Medical	6	4
Traffic Collision	1	1
Hazardous Condition	0	1
Hazardous Materials	0	1
Public Assist	0	4
Vegetation fire	1	0
Structure fire	0	1
Refuse fire	0	1
False Alarm	3	0
<b>Total</b>	<b>11</b>	<b>13</b>
<b>Local area total</b>	<b>24</b>	

These statistics capture only those calls in the Biggs Fire Station "First Due" area and reflect the most local picture of the entire response workload of our regional fire protection system.

In August our fire engine responded to; six (6) other emergencies in the Butte County area (beyond the area where we arrive first) and six (6) emergencies in Gridley. Engine 73 also covered the Gridley and Richvale Fire Stations, each once and the Durham fire Station twice during the month. The combined grand total of all local and regional incident related responses for Engine 73 during August was forty-one (41).

Captain Tindill and Engineer Long attended grant funded training in New Mexico. Both are Hazmat Specialists and long time members of the Butte County Fire Chief's Hazmat Team. The specialized training was related to recognizing bombs and explosives. Firefighter II Andrew Grover completed the classroom portion of his self sponsored Paramedic Program. Congratulations Andrew.

Several fire hydrants were painted and maintained during the month. This project is ongoing and helps assure not only that the hydrants work well but that the location of various hydrants is recalled promptly when there is a fire.

**ROY R. SEILER**  
***CERTIFIED PUBLIC ACCOUNTANT***

---

201 C. North Tehama  
Willows, CA 95988

Phone: 530-934-8841  
Fax: 530-934-8849

**ACCOUNTANT'S COMPILATION REPORT**

City of Biggs,  
Biggs, California

I have compiled the accompanying monthly cash and investment report, for the City of Biggs, as of August 31, 2011. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs

September 13, 2011

***Roy R. Seiler, CPA***

**City of Biggs  
Monthly Cash and Investments Report  
August, 2011**

**Pooled Cash and Investments:**

Bank of America:

General Checking Accounts	\$ 816,130.80
---------------------------	---------------

Local Agency Investment Fund:

Fund Account Balance	\$ 1,336,239.02
----------------------	-----------------

Total Pooled Cash and Short Term Investments	\$ 2,152,369.82
	=====

**Other Investments:**

Northern California Power Authority (NCPA)

**Reflects Latest Available Balance**

General Operating Reserve (GOR):

Committed Reserve	\$ 142,103.00
-------------------	---------------

Available Reserve	\$ 444,635.00
-------------------	---------------

Total Reserve	\$ 586,738.00
---------------	---------------

**Reflects Latest Available Balance**

California Independent System Operators (CAISO):

Scheduling Coordination Program Agreement, Balancing Account, Current Balance	\$ 62,661.00
--	--------------

Total Other Investments	\$ 649,399.00
	=====

See Accountant's Compilation Report

**ROY R. SEILER**

***CERTIFIED PUBLIC ACCOUNTANT***

201 C. North Tehama  
Willows, CA 95988

Phone: 530-934-8841

Fax: 530-934-8849

City of Biggs,  
Biggs, California

I have compiled the accompanying recaps of discretionary funds and funds with restricted uses (cash balances), for the City of Biggs, as of June 30, 2011. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs

September 13, 2011  
***Roy R. Seiler, CPA***

City of Biggs  
Recap of Discretionary Funds  
CASH BALANCE  
Committed Vs. Uncommitted Funds  
(Unaudited)

				Unaudited CASH Balance as of <u>6/30/11</u>	<u>Net Available</u>
<u>Fund No.</u>	<u>Fund Name</u>				
<u>Funds Available for Commitment:</u>					
010	General Fund			<b>139,325</b>	
214	General Plan Update			<b>(245,611)</b>	
	Less 40% of Budgeted Revenues,	535,204	Minimum Reserve	<b><u>(214,082)</u></b>	<b>(320,368)</b>
011	Building and Equipment Reserve				<b>96,417</b>
012	Fire Engine Replacement Reserve				<b>57,608</b>
014	Regional Detention Basin Reserve				<b>16,309</b>
015	Equipment Replacement				<b>-</b>
033	Parks and Recreation				<b>6,611</b>
050	Electric Fund			<b>1,219,893</b>	
052	Electric Fund	NCPA GOR, Uncommitted Reserve		<b><u>444,635</u></b>	
			Subtotal	<b>1,664,528</b>	
	Less 40% of Budgeted Revenues,	2,445,500	Minimum Reserve	<b><u>(978,200)</u></b>	<b>686,328</b>
145	1939 Fire Engine Restoration Reserve				<b>3,366</b>
165	CDBG Miscellaneous				<b><u>59,669</u></b>
Subtotal					<b>605,940</b>
<u>"Restricted Funds with Negative Balances:</u>					
030	Sewer Fund				<b>(21,262)</b>
044	Water Project				<b>(291,733)</b>
105	Sewer Improvement				<b>(142,974)</b>
126	HOME				<b>(226)</b>
131	Sixth Street Bridge				<b>(11,102)</b>
175	Housing Element				<b>(108)</b>
176	ADA Design for City Library				<b>(19,263)</b>
177	Vets Hall Rehab				<b>(9,563)</b>
217	E McCain				<b>(111)</b>
Subtotal					<b>(496,342)</b>
Net Uncommitted Reserves					<b>109,598</b>

Note there are several on going projects, some of which have negative fund balances  
This may be due to timing, underfunding or other "issues".



**City of Biggs**  
**CASH BALANCE**  
**Funds with Restricted Uses**  
**(Unaudited)**

	Unaudited CASH Balance as of <u>6/30/11</u>	
013 Bridge Replacement Reserve	70,362	
016 Street Maintenance Reserve	50,000	
017 Public Works Facility Reserve	17,514	
022 Gas Tax	29,079	
027 Traffic Congestion	-	
030 Sewer Fund	(21,262)	
031 Drainage Fund	4,917	
032 Road Dev. Impact	3,839	
034 Gen Gov. Impact Fee	454	
035 Police Dev. Impact Fee	70	
036 Fire Dev. Impact Fee	488	
040 Water Fund	112,439	
042 Water Facilities	-	
044 Water Project	(291,733)	
051 Electric Fund, Public Benefits	76,074	
060 Solid Waste	6,341	
080 TDA/LTF Street Funds	28,752	
090 TDA/STA SB 620 Funds	18	
092 RSTP/STIP Exchange	14,104	
100 Electric Improvement	123,600	
105 Sewer Improvement	(142,974)	
106 Sewer Bond Reserve	44,124	
110 Water Improvement	24,482	
112 Water Reserve	126,266	
126 HOME	(226)	
131 Sixth Street Bridge	(11,102)	Ongoing Project
150 CDBG , 1982	49	
170 CDBG, 1994	81,036	
172 CDBG, PTA 2007	-	
174 Planning and Tech Assist. Grant	6,768	Ongoing Project
175 Planning and Tech Assist. Grant	(108)	Ongoing Project
176 ADA Design for City Library	(19,283)	Ongoing Project
177 Vets Hall Rehab	(9,563)	Ongoing Project
196 01 STBG	3,840	
Trust Funds		
200 CFD N. Biggs Estates	10,707	
202 Fourth Street Apts	5,956	
204 JTS	-	
205 WS Devel	-	
207 SunWest	4,668	
210 Betzler/Summit	8,605	
211 Dunmore	-	
217 E McCain	(110)	
230 HomeTown Cele	140	
Total, For Reference Only	358,331	

# City of Biggs

City Administrator agenda item request for the next  
( X ) Regular ( ) Adjourned Regular ( ) Special Meeting

Meeting Date: September 19, 2011 6:00PM

Date: September 14, 2011  
To: Honorable Mayor and Members of the City Council  
From: City Administrator  
Subject: Funds Transfer within Street Funds (Information/Action)

Council is asked to approve a required intra-fund transfer within Street Funds per staff recommendation.

## **Background:**

We have recently been advised by the State that Prop 42 Congestion Relief Funds, identified in our budget as Street Fund 027, must be spent within twelve months of receipt, and that this program has been defunded and discontinued. There was a balance of \$8007.80 in this fund as of June 30, 2011.

\$10,862.54 was paid out of Street Fund 022 in FY 11 for paving repairs to West Biggs Gridley Road. The City's CPA and administrator/finance director recommend that \$8008.80 of this expense be reclassified as 022 expense to offset the 022 expense and zero out the 027 balance. Additional Fund 027 accounts payable at June 30 should also be reclassified to Fund 022.

At the mid-year budget review, staff will show Fund 027 as closed and any related expenditures redirected accordingly.

## **Recommendation:**

Authorize staff to redirect \$8007.80 of expense from Street Fund 027 to Street Fund 022 and close out 027.

## **Fiscal Impact:**

None.



## City of Biggs

### Agenda Item Staff Report for the Regular City Council Meeting: September 19, 2011 6:00PM

DATE: August 18, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Pete Carr, City Administrator/Finance

SUBJECT: Agreement for meter equipment maintenance service (Consent/Action)

The Council will consider a proposal by Itron Inc. to provide maintenance service by contract on city meter reading equipment.

#### Background

The City, as part of the waterline replacement project, purchased meters and meter reading equipment from Itron, Inc. in 2007. The hand-held meter readers, one primary and one backup, *pictured at right*, collect data for electric and water usage, providing the city an accurate and efficient means of determining essential customer billing data. The manufacturer's warranty expired October 31, 2008.

Software for the meter reading devices recently failed, causing a time-consuming disruption for administrative and field staff. Itron provided remote assistance to us to correct the situation but warned that future work will be billed at regular rates if not covered by a maintenance agreement. The agreement will also enable the city to keep current with software update releases.



Staff recommends the maintenance agreement as prudent insurance, given that the equipment's proper operation is critical, no one on in house has technical expertise for meter reader repairs, the equipment is aging, the city should keep up to date on software improvements, and repairs could easily become cost significant. The cost of the annual agreement will be \$2252.80, allocated 86% (\$2195.41) to the electric operations fund and 14% (\$315.39) to the water operations fund.

Attachment: Proposed Maintenance Agreement with Itron

#### Recommendation

Approve maintenance agreement with Itron and authorize city administrator to execute.

**Fiscal Impact:** \$2,252.80

## MAINTENANCE AGREEMENT

This Maintenance Agreement (this "**Maintenance Agreement**") is entered into as of the last date of execution on the signature page hereto (the "**Effective Date**") by and between Itron, Inc. ("**Itron**") and City of Biggs, California ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**." The Parties agree as follows:

### 1. Technical Support

#### a. Support Services.

Itron will make available qualified technical representatives by telephone, email or other remote means during its then-current normal business hours to assist Customer Coordinators (defined below) with the operation of and answer questions related to the software (the "**Software**") and equipment (the "**Equipment**") identified on Attachment A (together, the "**Products**"), which are covered by the services described herein (the "**Maintenance Services**"). Such technical support shall include, but is not limited to, troubleshooting, problem diagnosis, release or system management, and recommendations for fully utilizing the Products. Itron's current Support Services contact and support hours are described in the "Itron Support Services Contacts" document (the "**Contacts Document**"), which can be obtained by calling (877) 487-6602. Consistent with Section 1.c hereof, Customer will not use Support Services technical representatives in lieu of having qualified and trained support personnel of its own.

#### b. Field Support.

Upon mutual agreement of the Parties, Itron will dispatch support personnel to Customer's location to provide technical support. Such support will be billed at Itron's then-current hourly rates (with reasonable travel and living expenses invoiced at Itron's cost) unless the cause of the reported problem is found to be the fault of Itron.

#### c. Customer Coordinators and Service Requests.

Customer will identify no more than 2 supervisory level employees (each a "**Customer Coordinator**") for each Itron product line, as identified in the Contacts Document, to serve as administrative liaisons to Itron for all matters pertaining to the Maintenance Services for such product line. Customer Coordinators shall report problems with Software or Equipment (each such report, a "**Service Request**") as soon as practicable for entry into Itron's support tracking system. Before a Customer Coordinator interfaces with Itron, he or she will attend training sessions offered by Itron to ensure that he or she is (a) knowledgeable about the operation of the Products, and (b) qualified to perform problem determination and remedial functions with respect to the Products. Such training sessions will be at Itron's then-current rates. Customer will be solely responsible for all travel and other expenses incurred in connection with such training sessions. If Itron notifies Customer that additional training is necessary, Customer will promptly ensure that all applicable employees and/or Customer Coordinators receive such training.

### 2. Software Maintenance

#### a. Definitions.

"**Error**" means a failure of the Itron Software to substantially comply with the applicable published Itron specifications.

"**Fix**" means a correction of an Error, including a work-around, in order for the Itron Software to function in accordance with the applicable published Itron specifications.

"**Improvement**" means an update, modification, enhancement, extension, new version (regardless of name or number), new module, or other change to the Itron Software that is developed or otherwise provided by Itron.

"**Itron Software**" means Software identified on Attachment A as "Itron Software."

"**Software Release**" means a collection of Fixes or Improvements made available to Itron customers (either via physical media or download access).

#### b. Fixes.

Itron shall make commercially reasonable efforts to provide Fixes for Errors identified in a Service Request in accordance with the Response Time, Effort Level, and Escalation Path guidelines (together, the "**Service Levels**") outlined below for the applicable Severity Levels identified therein. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, and (iii) assigning its most qualified personnel to help Itron address the Error.

Severity Level	Response Times	Effort Level and Escalation Path
<b>Severity Level 1.</b> An Error for which there is no work-around that causes the Software to be unavailable.	Itron will respond to the Service Request within 4 business hours of receipt and will update Customer at three hour intervals each day for unresolved Service Requests, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three hours.	Itron will have technical analysts make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. A Service Request shall be escalated to Itron's Call Center Manager if a Fix is not provided within 1 business day of Itron's receipt of a Service Request. *24X7 support for Severity Level 1 Errors is not available for Itron Meter and Distribution products as outlined in Attachment B.

Severity Level	Response Times	Effort Level and Escalation Path
<b>Severity Level 2.</b> An Error other than a Severity Level 1 Error for which there is no work-around that results in a severe loss of access to the Software or that causes essential features of the Software to not work.	Itron will respond to the Service Request within 1 business day and will update Customer at least every other day. Customer will respond to an Itron inquiry or request within 1 business day.	Itron will have technical analysts make diligent efforts during normal business hours. Service Requests shall be escalated to Itron's Call Center manager if a Fix is not provided within 3 business days of Itron's receipt of a Service Request.
<b>Severity Level 3.</b> An Error other than a Severity Level 1 or Severity Level 2 Error that has a material impact on the functionality of the Software (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	Itron will respond to the Service Request within 2 business days.	Itron will have technical analysts make diligent efforts during normal business hours.
<b>Severity Level 4.</b> An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error.	Itron will respond to the Service Request within 3 business days, or as otherwise agreed by the Parties.	Itron will have its support analysts devote commercially reasonable efforts during normal business hours.
<b>Severity Level 5.</b> A Service Request for an enhancement or new functionality.	N/A	Itron will pass the Service Request to its internal Product Management for review. If the enhancement or new functionality requires more immediate attention, Itron Consulting Services can be engaged to create a customized proposal at Itron's then-current services rates.

*c. Improvements.*

Itron shall provide Improvements, if any, at its then-current price for such Improvements (or at no charge if such Improvements are made available to Itron customers generally at no charge).

*d. Software Releases.*

i. **Release Numbering Convention.** Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may be changed at any time in Itron's discretion) is to provide Releases using the numbering convention "XX.YY.ZZ."

- The "XX" in Itron's numbering convention refers to a "**System Release**," which is a new version of the item of Itron Software. A System Release may include Fixes, Improvements or interfaces to new functional modules or platforms not previously supported by Itron.

- The "YY" in Itron's numbering convention refers to a "**Service Pack Release**," which is an update to a System Release. Service Pack Releases may include Fixes or Improvements and are provided to Itron customers generally on a periodic basis.

- The "ZZ" in Itron's numbering convention refers to a "**Hot Fix Release**," which an unscheduled release is provided to one or more customers as a short-term, temporary fix to a Severity Level 1 Error. While not utilized by all Itron Software product lines, Hot Fix Releases are not made available to Itron customers generally but may be included in the next scheduled Service Pack for general release.

ii. **Support for Releases of Itron Enterprise Edition and OpenWay Software.** This subsection applies only to Itron Enterprise Edition and OpenWay software products. Maintenance Services for Itron Enterprise Edition and OpenWay software products shall be limited to the most recent System Release and the prior System Release (and the most current Service Pack Release associated with such System Release). Customer will test and install Service Pack Releases associated with the System Release in use by Customer within 6 months of such Service Pack Releases being made available to Customer. Customer will upgrade to the latest System Release at least every twenty-four (24) to thirty-six (36) months. At Customer's request, Itron will assist with any such upgrade at its then-current hourly rates. Itron may elect to provide Maintenance Services for an unsupported Release of Itron Software at its then-current rates for customer support.

iii. **Support for Releases of all Other Itron Software.** This subsection applies to all Itron Software other than Itron Enterprise Edition and OpenWay Software products. Maintenance Services for all Itron Software other than Itron Enterprise Edition and OpenWay software products shall be limited to the most recent System Release and the two prior Service Pack Releases. Customer will test and install System Releases and Service Pack Releases within 12 months of such Releases being made available to Customer. At Customer's request, Itron will assist with any such upgrade at its then-current hourly rates. Itron may elect to provide Maintenance Services for an unsupported Release of Itron Software at its then-current rates for customer support.

e. *Interoperability.*

Itron makes no representation or warranty regarding the ability of the Itron Software to interoperate with third party hardware or software other than software or hardware identified as compatible with the Itron Software in Itron's published documentation for such Itron Software (the "**Documentation**").

f. *Documentation and Software Library.*

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will maintain a copy of its most recent supported version of the executable Itron Software to be made available to Customer as necessary in the event of corrupted or inoperative Itron Software.

g. *Restoring Software to Maintenance Services.*

If Customer declines Maintenance Services after the end of warranty or discontinues Maintenance Services for any Itron Software, and thereafter wishes to resume Maintenance Services for the most recent Release of such Itron Software, Customer shall, prior to receiving such Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee.

h. *Exclusions.*

Itron shall have no obligation to Customer to the extent any Itron Software is adversely affected by: (i) use of the Itron Software in combination with other software, equipment or communications networks that are not referenced in the Documentation; (ii) any modification to the software or operating environment that is made other than through the fault of Itron, after the Effective Date; (iii) the use of a version of the Itron Software that is not supported by Itron; (iv) Customer's failure to implement a Fix provided by Itron; (v) the operation or maintenance of the Itron Software other than through the fault of Itron; (vi) viruses introduced through no fault of Itron; (vii) use of the Itron Software other than as permitted by Itron; or (viii) Customer's failure to perform Customer responsibilities in accordance with this Agreement.

i. *Customer Responsibilities.*

i. *Remote Communications.*

Customer will obtain, install, operate, and maintain remote communications software and equipment in a manner that will allow for remote access to the Software. Customer will make such remote access available to Itron representatives, as necessary, for remote diagnosis and troubleshooting of the Software.

ii. *System Configuration and Administration.*

Customer will ensure that its equipment, operating system, and data communications environment associated with the Software is configured, operated, and maintained in accordance with the Documentation and any applicable third party documentation. These administrative activities shall include but not be limited to: checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and system responsibilities. Customer will consult with Itron prior to making changes that may affect the operation of the Software.

iii. *Network Administration.*

Customer will monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with the Software—to ensure continued conformance with the Documentation. In addition, Customer will administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

iv. *Database Administration.*

Customer will administer the agreed upon database(s) associated with the Software, including hardware and software components, in accordance with the Documentation or any applicable third party documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer will maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

v. *Data Review.*

If Itron determines that it is necessary to evaluate Customer data in order to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with access to such data. Itron will manage such data in a secure manner while in use and delete the data from Itron systems upon completion of the investigation. Itron shall not be liable for any delay or failure to resolve the problem if access to such production data is denied to Itron.

### 3. **Equipment Maintenance**

a. *Preventive and Corrective Maintenance.*

Upon receipt of an item of Itron Equipment (defined below) for which Customer has subscribed to receive Maintenance Services ("**Covered Equipment**"), Itron shall (i) perform the preventive Maintenance Services that it determines is reasonably necessary to maintain such Equipment in Operational Condition (defined below), and (ii) diagnose and correct any failure in such Equipment as necessary to meet Operational Condition (excluding minor cosmetic deficiencies such as blemishes, dents or scratches). The term "**Itron Equipment**" refers to Equipment identified on Attachment A as "Itron Equipment." The term "**Operating Condition**" means capable of performance in accordance with Itron's published specifications.

b. *Maintenance Procedures.*

Customer shall initiate a request for Maintenance Services for an item of Itron Equipment by delivering the item to the applicable Itron address identified on the Itron Equipment Repair Table (the "**Repair Table**"), which can be obtained by calling (877) 487-6602, at

Customer's expense and in accordance with the applicable return material authorization procedure. Upon receipt of an item of Itron Equipment with the required information, Itron shall assess the item to determine whether it is Covered Equipment and whether the maintenance requested is included within the Maintenance Services and not otherwise excluded from coverage as provided herein. If the item of Itron Equipment is Covered Equipment and the maintenance requested is included in the Maintenance Services, Itron shall provide the applicable Maintenance Services and shall make commercially reasonable efforts to return the item of Itron Equipment to Customer at Itron's expense within the applicable turnaround identified on the Repair Table. Itron Equipment that is not Covered Equipment or maintenance or support that is requested but not included in the Maintenance Services shall be addressed as described in Section 3.d hereof.

*c. Exclusions.*

The Equipment Maintenance Services described herein do not include repairs related to:

- i. Damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; usage not in accordance with product instructions or in a configuration not approved by Itron;
- ii. Service (including installation or de-installation) not performed or authorized by Itron;
- iii. Use of parts, configurations or repair depots not certified by Itron;
- iv. Customer's failure to perform Customer responsibilities in accordance with this Agreement, including caring for Products in accordance with user documentation; or
- v. Products for which Itron has discontinued Maintenance Services pursuant to Section 5 hereof.

*d. Estimation Fees*

Itron will provide Customer with a price quote for the estimated cost, including labor, materials and shipping, for any repairs that are requested but not included in the Maintenance Services (whether because the item of equipment is not covered by Maintenance Services or because the nature of the repair is not included in Maintenance Services). If Customer elects to have Itron proceed with the requested maintenance on any such item, Itron shall provide such services at its then-current rates. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense. Itron may charge Customer its then-current handling, inspection and shipping fees for any such returned equipment.

*e. Adding/Restoring Equipment to Maintenance Services.*

Following the Effective Date, additional Itron Equipment purchased by Customer, of a similar type and model already covered by Maintenance Services, shall automatically be deemed to be Covered Equipment following expiration of the warranty for such Equipment. If Customer declines Equipment coverage after the end of warranty or if Customer discontinues Maintenance Services for any Covered Equipment, and thereafter wishes to add such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, (i) inspect such equipment at its then-current rates to determine whether it is in Operating Condition and/or (ii) charge its then-current re-certification fee, in addition to the Equipment's first term maintenance fee.

*f. Customer Responsibilities.*

Itron shall make available, and Customer shall obtain, a copy of Itron's user documentation for items of Covered Equipment and Customer shall perform regular preventive maintenance for each such item in accordance with such documentation. Customer shall also keep accurate records of Equipment serial numbers and locations to assist Itron with the Maintenance Services.

*g. Loaner Equipment Program.*

Subject to the requirements below, Itron shall make commercially reasonable efforts to provide Customer with a Mobile Collector or Handheld unit, as applicable, for the Customer to use (each an item of "**Loaned Equipment**") while a Mobile Collector or Handheld unit, as applicable, that is Covered Equipment is receiving Maintenance Services. Itron shall provide Loaned Equipment if all the following criteria are satisfied:

- i. Customer has maintained an inventory of spare Mobile Collectors or Handheld units equal to at least 10 percent of the number of Mobile Collectors or Handheld units deployed in Customer's service territory (with at least one Mobile Collector) and such inventory has been depleted;
- ii. Itron has provided preventive Maintenance Services for each of Customer's Mobile Collectors or Handheld Devices (as applicable) that are Covered Equipment in the 12-month period prior to Customer's request for Loaned Equipment; and
- iii. Itron is unable to return the Mobile Collector or Handheld Devices, as applicable, receiving Maintenance Services within the applicable turnaround time set forth on Attachment A.
- iv. Loaned Equipment will remain the property of Itron and shall be returned to Itron promptly upon receipt of the corresponding item of Itron Equipment. For Loaned Equipment that is not returned within 14 days from shipment of the corresponding item of Itron equipment, Itron may charge a late fee equal to 10 percent of the then-current list price for the item of Loaned Equipment for each 30 day period during which the item of Loaned Equipment remains unreturned. Itron shall pay the cost of delivering Loaned Equipment to Customer and Customer shall pay the cost of returning Loaned Equipment to Itron.

**4. Compensation and Payment**

*a. Definitions*

"**Annual Adjustment**" means Itron's standard price increase.

"**Annual Fee**" means the annual fee set forth on Attachment A hereto for each category of Products identified thereon plus the Annual Adjustment, if any. The Annual Fee for Maintenance Services to be provided for any partial Maintenance Year (i.e., for Products with a Maintenance Commencement Date that falls after the beginning of the Maintenance Year) shall be prorated based on the applicable number of months Customer is to receive Maintenance Services during such Maintenance Year.

**"Maintenance Commencement Date"** means the date for commencement of the Maintenance Services for a Product identified on Attachment A hereto.

**"Maintenance Year"** means any period of 1 year during the Term beginning on the Effective Date or any anniversary thereof

*b. Compensation and Invoicing.*

As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron the Annual Fee for each Maintenance Year in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Year as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Year, including Maintenance Services for newly purchased Products, Itron shall provide Customer with a renewal notice at least 100 days prior to the commencement of each Maintenance Year. Customer may discontinue Maintenance Services for a Product by providing Itron with written notice of nonrenewal for such Product no less than 90 days prior to the commencement of any subsequent Maintenance Year. Approximately 20 days prior to the commencement of any subsequent Maintenance Year, Itron shall provide Customer with an invoice for the Annual Fee payable by Customer for the forthcoming Maintenance Year. Itron may, in its discretion, invoice Customer for Maintenance Services for a Product that is added during the course of any Maintenance Year as soon as such Product has been added or at the beginning of the next Maintenance Year.

*c. Payment.*

Invoices will be due and payable 30 days following the date of invoice. For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of 1 percent per month applied against undisputed overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. Fees paid pursuant to this Maintenance Agreement, including the Annual Fee, do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of the Maintenance Services, excluding taxes on Itron's income generally. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Customer shall pay all amounts due under this Agreement in lawful money of the United States, unless otherwise provided in Attachment A.

**5. Term and Termination**

*a. Term.*

The term of this Maintenance Agreement ("**Term**") shall commence upon the Effective Date and shall continue unless and until terminated in accordance with this Section.

*b. Termination.*

Either party may terminate this Maintenance Agreement effective as of the end of any Maintenance Year by giving the other Party written notice of termination at least 90 days prior to the end of such Maintenance Year. If either Party commits a material breach of or default under this Maintenance Agreement or any agreement between the Parties related to this Maintenance Agreement, then the other Party may give such Party written notice of the breach or default (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Maintenance Agreement that are in breach or default and the action required to cure the breach or default) and, at the notifying Party's election, this Maintenance Agreement shall terminate pursuant to this Section if the breach or default is not cured within 30 days after receipt of notice (or such later date as may be specified in the notice).

*c. Effect of Termination.*

Itron shall not be obligated to provide any Maintenance Services after the end of the Term. If either Party terminates the Maintenance Agreement for a reason other than a termination for breach or default or if Itron terminates Maintenance Services for one or more Products, Customer shall be entitled to a prorated refund of the Annual Fee.

*d. End of Support.*

Itron may discontinue Maintenance Services for any Equipment or Software, effective as of the end of the current Maintenance Year, by giving Customer written notice of such discontinuance no less than 90 days prior to the end of such Maintenance Year. At Customer's request, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates.

*e. Survival*

Any Section of this Maintenance Agreement, which by its nature is intended to survive termination or expiration, shall survive the termination or expiration of this Maintenance Agreement.

**6. Miscellaneous**

*a. Disclaimer of Warranties.*

EXCEPT AS EXPRESSLY SET FORTH IN THIS MAINTENANCE AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE PRACTICE.

*b. No Consequential Damages.*

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL ITRON BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF ITRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



c. *Limitation of Liability.*

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE LIABILITY OF ITRON AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS MAINTENANCE AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS MAINTENANCE AGREEMENT DURING THE MAINTENANCE YEAR IN WHICH THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN 2 YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE.

d. *Excused Performance.*

Itron shall not be liable for, or be considered to be in breach of or default under, this Maintenance Agreement on account of any delay or failure to perform as required by this Maintenance Agreement as a result of any cause or condition beyond Itron's reasonable control.

e. *Notices.*

Any notice required or permitted under this Maintenance Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth on the signature page hereto. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section. Notwithstanding the foregoing, notice of renewal or non-renewal of Maintenance Services shall be sent to the email or other address set forth on the signature page hereto.

f. *Assignment.*

Customer may not assign or transfer its interests, rights or obligations under this Maintenance Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Maintenance Agreement by Customer shall be null and void.

g. *Nonwaiver.*

Any failure by either Party to insist upon or enforce performance by the other Party of any of the provisions of this Maintenance Agreement or to exercise any rights or remedies under this Maintenance Agreement or otherwise by law shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the provision, right or remedy shall be and remain in full force and effect.

h. *Governing Law.*

This Maintenance Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods.

i. *Confidentiality.*

With respect to any information supplied in connection with this Maintenance Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to perform its obligations under this Maintenance Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

j. *Intellectual Property.*

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided in connection with the Maintenance Services are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Maintenance Agreement.

k. *Entire Agreement.*

This Maintenance Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior agreements between Itron and Customer related to the Maintenance Services and other items furnished under this Maintenance Agreement. No amendment, modification or waiver of any of the provisions of this Maintenance Agreement shall be valid unless set forth in a written instrument signed by the Party to be bound thereby.

[Signature Page Follows]

**Agreed to and Accepted by:**

**Customer: City of Biggs, California**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Billing Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Renewal Notice Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_

**Itron, Inc.**

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

Itron, Inc.  
Attention: General Counsel  
2111 North Molter Road  
Liberty Lake, WA 99019

[Signature Page to Maintenance Agreement]

Attachment A

See maintenance pricing summary accompanying this document, titled 'Attachment A'

\* [The Maintenance Commencement Date for Itron Software is the first day of the month following shipment or electronic delivery by Itron, except the Maintenance Commencement Date for MV-RS and FCS Software is the warranty expiration date. The Maintenance Commencement Date for Itron Equipment is the warranty expiration date.]



Knowledge to Shape Your Future

Maintenance Proposal Pricing  
Date of Quote: 8/16/11

Attachment A

		Warranty		Agreement Dates		Price	
Hardware	Qty	Component Name	Expiration Date	Start	End	Number of Months	Annual Fee/Unit
							Year 1
	2	FC2R - FC200R With ERT Radio Transceiver	10/31/2008	8/1/2011		12	\$ 408.00 \$ 816.00
	2	OEM-0065-004 - Desk Dock, Single	10/31/2008	8/1/2011		12	\$ 23.40 \$ 46.80
	-	-					\$ - \$ -
Hardware Subtotal							\$ 862.80
Software							
	1	MVRS AA - MVRS Software/Phone Support Up to 2500 Meters	10/31/2008	8/1/2011		12	\$ 840.00 \$ 840.00
	-	-					\$ - \$ -
Software Subtotal							\$ 840.00
One Time Recertification/Setup Fees							
	2	Handheld Recertification Fee					\$ 150.00 \$ 300.00
	1	Software Set Up Fee					\$ 250.00 \$ 250.00
Fees Subtotal							\$ 550.00
Hardware & Software Total							\$ 2,252.80
Total Maintenance Fees (USD)							\$ 2,252.80

Customer Signature of Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Comments and/or Assumptions:

\*\*\*This is not an invoice\*\*\*  
Prices Valid for 90 Days

## Itron Support Services Contacts Document

Office Address	Contact Information	Supported Products
<b>Meter Data Collection Support</b> 2111 N Molter Rd Liberty Lake, WA 99019 USA	Hours: 5am – 5pm PST, M-F Phone: 877.487.6602 Fax: 509.891.3553 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:eric.merrick@itron.com">eric.merrick@itron.com</a> Website: <a href="http://support.itron.com">http://support.itron.com</a>	AMR, ERTS, OpenWay, P+4, Water SaveSource, Choice Connect, MVRS, Viena, Handhelds, Mobile Collectors, Data Collection Service, Service Link, Endpoint-Link, Mlogonline, Digicorr, Zcorr, DLD, Water Watch
<b>Meter Data Management &amp; Billing Software</b> 4401 Bland Rd Raleigh, NC 27609 USA	Hours: 7am – 8pm EST, M-F Phone: 877.487.6602 Fax: 919.876.8980 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:dave.gilland@itron.com">dave.gilland@itron.com</a> Website: <a href="http://support.itron.com">http://support.itron.com</a>	IEE MDM, IEE C&I Customer Care version 7.0 & higher, IEE Mass Market Customer Care 7.0 & Higher, Revenue Protection Suite, MV-90 (xi), MV-WEB, MV-STAR, MV-PBS, MVLt (xi)/MVP
<b>Distribution Solutions</b> 2111 N Molter Rd Liberty Lake, WA 99019 USA	Hours: 7am – 5pm PST, M-F Phone: 877.487.6602 Fax: 509.928.2581 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:darby.mckee@itron.com">darby.mckee@itron.com</a> Website: <a href="http://support.itron.com">http://support.itron.com</a>	LD-Pro, LD-Field, LD-StructureCalc, LD-Geoset Manager, LD-Track, TLCADD, Distribution Design Studio, Distribution Asset Analysis, Distribution Staker, GIS View Modules, GPS Modules, other analysis Modules
<b>Meter Data Analysis &amp; Presentation Software</b> 1111 Broadway, Suite 1800 Oakland, CA USA	Hours: 6am – 5pm PST, M-F Phone: 877.487.6602 Fax: 510.749.6823 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:dan.pegan@itron.com">dan.pegan@itron.com</a> Website: <a href="http://support.itron.com">http://support.itron.com</a>	C&I Curtailment Manager, IEE C&I Customer Care version 6.x & prior, Mass Market Customer Care
<b>Electricity Meter Products</b> 313 N Highway 11 West Union, SC 29696 USA	Hours: 8am – 5:00pm EST, M-F Phone: 877.487.6602 Fax: 864.638.4950 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:kathy.crouse@itron.com">kathy.crouse@itron.com</a> Website: <a href="http://support.itron.com">http://support.itron.com</a>	PC-PRO+ Advanced Suite (incl. Data Manager, Comm. Manager, Field-Pro, Shop-Pro, HH-Pro, PC-PRO+ Views) MeterKey, Energy Audit, OpenWay Tools (Incl. Field-Pro, Shop Manager). <b>Meters:</b> SENTINEL, CENTRON, CENTRON Polyphase, OpenWay CENTRON / CENTRON Polyphase, Transformers, DATA STAR, VECTRON, FULCRUM, QUANTUM Q100 / STQ
<b>Energy Forecasting &amp; Load Research</b> 11236 El Camino Real San Diego, CA 92130 USA	Hours: 8am – 5pm PST, M-F Phone: 800.755.9585 Fax: 858.724.2690 Email: <a href="mailto:metrixnd@itron.com">metrixnd@itron.com</a> <a href="mailto:lrs@itron.com">lrs@itron.com</a> Manager: <a href="mailto:frank.monforte@itron.com">frank.monforte@itron.com</a> Website is not available at this time	MetrixND, MetrixIDR, MetrixLT, ForecastManager, Load Research System
<b>Energy Forecasting &amp; Load Research</b> Boston, MA USA	Hours: 8am – 5pm EST, M-F Phone: 617.423.7660 Fax: 858.724.2690 Email: <a href="mailto:metrixnd@itron.com">metrixnd@itron.com</a> <a href="mailto:lrs@itron.com">lrs@itron.com</a> Manager: <a href="mailto:frank.monforte@itron.com">frank.monforte@itron.com</a> Website is not available at this time	MetrixND, MetrixIDR, MetrixLT, ForecastManager, Load Research System
<b>Itron Australasia</b> Level 5, 33 Erskine St Sydney, Australia	Hours: 8.30am – 5.30pm AEST M-F Phone: 1 800 246 377 (free within Aust.) +61 2 9299 5744 Fax: +61 2 9299 5995 Email: <a href="mailto:support.australia@itron.com">support.australia@itron.com</a> Manager: <a href="mailto:damien.bell@itron.com">damien.bell@itron.com</a> Website is not available at this time	AMR, ERTS, MVRS, FC200, MV-90(xi), IEE MDM, MVLt(xi) / MVP

<b>Itron US Gas Meter &amp; Regulator Products</b> 970 Highway 127 North Owenton, KY 40359 USA	Hours: 7:30 am – 4:00pm EST, M-F Phone: 800-490-0657 Fax: 502-484-6223 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:nancy.driend@itron.com">nancy.driend@itron.com</a> Website: <a href="http://support.itron.com">http://support.itron.com</a>	<b>Residential and Commercial Gas Meters:</b> METRIS 250, METRIS RM and METRIS Remote Disconnect (RD), 400A, 675A, 800A, 1000A, <b>Dattus C&amp;I Gas Meters</b> <b>Gas Regulators:</b> Service & Industrial Appliance Regulators, Constant-Loaded Regulators and High Pressure Regulators.
<b>Itron US Water &amp; Liquid Measurement Meters</b> 1310 Emerald Road Greenwood, SC 29646 USA	Hours: 8am – 5pm EST, M-F Phone: 877-487-6602 Fax: 800-833-6971 Email: <a href="mailto:support@itron.com">support@itron.com</a> Manager: <a href="mailto:robert.dillard@itron.com">robert.dillard@itron.com</a> Website: <a href="http://www.nepluneflowmeter.com/contact.htm">http://www.nepluneflowmeter.com/contact.htm</a>	FLOSTAR, MULTIMAG, WOLTEX, REFINED FUELS METERS, INDUSTRIAL METERS, MASS FLOW METERS, ELECTRONIC REGISTERS, MECHANICAL REGISTERS,

**Web Support:** Itron provides customers with an interactive support website. Customers using the support website can; Enter new, monitor, and interact with their own Service Requests while being supported by Itron Support Services. Customers using the support website can sign up for login credentials. Once verified, those credentials will provide access to the site to download product information and product updates for Itron products the Customer has purchased and for which they have current entitlement rights.

**Web and Email Hours:** Itron response to Emails and to Web contact is provided during stated weekday business hours.

**After Hours Support:** Intended for Severity 1 (one) issues only, Customers may call outside the noted Phone Support hours listed above if they have the After Hours Support option through their License / Maintenance Agreements. Customers requesting After Hours Support will be checked against their maintenance entitlements for support verification purposes. The standard Support Service phone numbers and menu options are applicable for After Hours support requests.

**After Hours Exempt:** Itron's Meter Product groups (Electricity, Gas, Liquid), Itron's Energy Forecasting & Load Research (both locations) and Itron's Distribution product groups are exempt and do not provide after hours support at this time. Customers may leave voice mails or e-mails at any time. Itron will return calls the morning of the next business day. Please see Itron's Holiday List for additional support hour exemptions (Itron Access Website).

# City of Biggs

City Administrator agenda item request for the next  
( X ) Regular ( ) Adjourned Regular ( ) Special Meeting

Meeting Date: September 19, 2011 6:00PM

Date: September 16, 2011  
To: Honorable Mayor and Members of the City Council  
From: City Administrator  
Subject: NCPA Aggregator Agreement (Action by Consent)

Council will consider approval of the Third Amended and Restated NCPA MSS Aggregator Agreement, as proposed by NCPA staff.

## Background

Biggs operates as a Load Following Metered Subsystem ("MSS") within the California Independent System Operator ("CAISO") Balancing Authority Area, and is a party to the Second Amended and Restated NCPA MSS Aggregator Agreement ("MSSA Agreement"). The MSSA Agreement takes place of and acts as various agreements required to participate in the CAISO markets, including, but not limited to, the Utility Distribution Company Agreement ("UDC"), the Participating Generator Agreement ("PGA"), and the Meter Service Agreement ("MSA"). The MSSA Agreement also contains many terms and conditions under which City operates, schedules and settles transactions in the CAISO markets. Northern California Power Agency ("NCPA") acts as Metered Subsystem Aggregator and Scheduling Coordinator on behalf of Biggs; therefore the MSSA Agreement also acts as the Metered Subsystem Aggregator Agreement for NCPA.

## Issue

CAISO market rules are dynamic and change over time; therefore the MSSA Agreement must be updated and/or revised from time to time to remain consistent with current market rules and business practices. City, NCPA and CAISO staff have developed the Third Amended and Restated NCPA MSS Aggregator Agreement ("Agreement") to enhance certain settlement provisions contained in the Agreement, and to amend various sections of the Agreement to be consistent with current market rules and business requirements. City staff is seeking Council approval to delegate authority to City Administrator to execute the Agreement. The changes included in the Agreement will benefit Biggs by further enhancing Biggs' ability to perform load following, will streamline the process for updating the Agreement in the future, and will ensure the Agreement remains consistent with current market rules and business practices.

The Agreement has been attached to this staff report for your reference.

## Third Amended and Restated NCPA MSS Aggregator Agreement

The following is a brief summary of the changes made in the Agreement:

- Various administrative updates, including changes to contract representatives and business addresses
- To the extent Biggs chooses to schedule Resource Specific System Resources in the future, the Agreement will now act as the Resource Specific System Resource Agreement between City, NCPA and CAISO
- NCPA will now be able to act on behalf of Biggs, in its role as MSS Aggregator, to execute any amendments to the schedules of the Agreement
- Revised the process used by NCPA and CAISO to exchange operational contact information to ensure the confidentiality and security of such information
- Adjusted various settlement provisions in the Agreement to reflect structural changes to CAISO's Grid Management Charges, which will become effective on January 1, 2012
- Added language to the Agreement to clarify the classification of HASP self-scheduled energy from load following resources and associated operational adjustments as Load Following Energy
- Updated various schedules in the Agreement to be consistent with current business practices
- Added a new resource to Schedule 14 of the Agreement (High Sierra Cogeneration Aggregate)
- Added new Schedule 14(a) which lists each of the System Resources that will be recognized as load following resources
- Updated the MSSA Load Following Deviation Energy Formula to include the new RT CAISO Sale (+)/Purchase (-) settlement determinate

A detailed summary of the changes made in the Agreement is attached to this staff report for your reference.

#### Environmental Analysis

This activity would not result in a direct or reasonably foreseeable indirect change in the physical environment and is therefore not a "project" for purposes of Section 21065 of the California Environmental Quality Act. No environmental review is necessary.

Attachments (3) Summary of MSS revisions, Draft Resolution and Agreement (agreement is 110 pages, provided electronically)

#### **Recommendation**

City staff recommends that the Biggs City Council:

1. Adopt and approve the Third Amended and Restated NCPA MSS Aggregator Agreement, which will benefit City by further enhancing City's ability to perform load following, will streamline the process for updating the Agreement, and will ensure the Agreement remains consistent with current market rules and business practices.
2. Provide authority to the City Administrator to execute the Third Amended and Restated NCPA MSS Aggregator Agreement on behalf of the City of Biggs.

#### **Fiscal Impact:**

N/A



**RESOLUTION NO. 2011-19**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS  
APPROVAL OF THE THIRD AMENDED AND RESTATED NCPA MSS  
AGGREGATOR AGREEMENT  
(reference Staff Report )**

\*\*\*\*\*

**WHEREAS**, the City of Biggs operates in the California Independent System Operator (“CAISO”) Balancing Authority Area as a Load Following Metered Subsystem (“MSS”) in accordance with the Second Amended and Restated NCPA MSS Aggregator Agreement (“MSSA Agreement”) and the CAISO Tariff; and

**WHEREAS**, the MSSA Agreement contains terms and conditions under which City operates, schedules and settles transactions in the CAISO markets; and

**WHEREAS**, City staff, working with Northern California Power Agency (“NCPA”) and CAISO staff, has developed the Third Amended and Restated NCPA MSS Aggregator Agreement (“Agreement”) to enhance certain settlement provisions in the Agreement, and to amend various sections of the Agreement to be consistent with current market rules and business requirements; and

**WHEREAS**, the Agreement will benefit the City by further enhancing its ability to perform load following, will streamline the process for updating the Agreement, and will ensure the Agreement remains consistent with current business practices; and

**WHEREAS**, the Agreement will enable NCPA to act on behalf of the City to execute any future amendments to the schedules of the Agreement, will update various schedules in the Agreement to be consistent with current business practices, adds a new resource to Schedule 14 of the Agreement, includes language in the Agreement to clarify the classification of Load Following Energy, and implements certain revisions to the MSSA Load Following Deviation Energy Formula documented in Schedule 19 of the Agreement; and

**WHEREAS**, work associated with the development of the Agreement has been undertaken pursuant to approved budget categories; and

**WHEREAS**, the environmental impact is addressed in the Staff Report; and

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Biggs:

1. Adopts and approves the Third Amended and Restated NCPA MSS Aggregator Agreement which will enhance City’s ability to perform load following, will streamline the process for amending the Agreement, and will ensure the Agreement remains consistent with current market rules and business practices.
2. Provides authority to the Designated Representative of City to execute the Third Amended and Restated NCPA MSS Aggregator Agreement on behalf of City.

**I HEREBY CERTIFY** that the foregoing **RESOLUTION** was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Biggs, held on the 19<sup>th</sup> day of September, 2011, by the following vote:

AYES: COUNCILMEMBER \_\_\_\_\_

NOES: COUNCILMEMBER \_\_\_\_\_

ABSENT: COUNCILMEMBER \_\_\_\_\_

ABSTAIN: COUNCILMEMBER \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Roben Dewsnap  
CITY CLERK

\_\_\_\_\_  
Roger L. Frith  
MAYOR

## **Third Amended and Restated NCPA MSS Aggregator Agreement**

### **Summary of Revisions**

#### Scope

The purpose of this document is to summarize revisions encompassed in the Third Amended and Restated NCPA MSS Aggregator Agreement (“Agreement”). The following describes changes applied to the Agreement by Section.

#### General Revisions

The following revisions are applied throughout the Agreement:

- Updated formatting, Section numbering and Section references throughout the Agreement
- Revised title of Agreement
  - Original title – Second Amended and Restated NCPA MSS Aggregator Agreement
  - Revised title – Third Amended and Restated NCPA MSS Aggregator Agreement
- Updated business addresses and contact information

#### Article III

The following revisions are applied in Article 3 of the Agreement:

- Section 3.3.5 (Resource Specific System Resources) – Added this new Section which will enable the Agreement to act as City’s Resource Specific System Resource Agreement if City elects to schedule Resource Specific System Resources in the CAISO markets at some point in the future
- Section 3.4.1 (Amendments) – Revised this Section to enable Northern California Power Agency (“NCPA”) to act on behalf of City, to execute any amendments to the Agreement that only modify one or more schedules to the Agreement

#### Article V

The following revisions are applied in Article 5 of the Agreement:

- Section 5.4 (Single Point of Contact) – Revised this Section to clarify the process used by the Parties to exchange operational contact information

## Article XII

The following revisions are applied in Article 12 of the Agreement:

- Section 12.8 (Allocation of Net RTM Bid Cost Uplift) – Revised this Section to incorporate HASP Self-Scheduled Energy from load following resources and Operational Adjustments, so that such type of energy is recognized as Load Following Energy
- Section 12.9 (Grid Management Charges Based on Uninstructed Imbalance Energy) – Deleted this Section due to changes in the CAISO market rules; no longer applicable
- Section 12.10 (Grid Management Charges Based on Instructed Imbalance Energy) – Deleted this Section due to changes in the CAISO market rules; no longer applicable
- New Section 12.9 (Grid Management Charges Based on Market Services) – Added this new Section to reflect changes in Grid Management Charge rules; City exempted from Market Service Charges associated with MSS Load Following Energy and HASP Self-Scheduled Energy from load following resources
- Section 12.11 (Load Following Deviation Band Compliance) – Revised this Section to incorporate HASP Self-Scheduled Energy from load following resources and Operational Adjustments, so that such type of energy is recognized as Load Following Energy
- Section 12.15 (MSS Net Negative Uninstructed Deviation) – Revised this Section to incorporate HASP Self-Scheduled Energy from load following resources and Operational Adjustments, so that such type of energy is recognized as Load Following Energy
- Section 12.17.3 (Emissions Costs) – Revised this Section to incorporate HASP Self-Scheduled Energy from load following resources and Operational Adjustments, so that such type of energy is recognized as Load Following Energy

## Schedule 1 – NCPA's System Facilities

The following revisions are applied in Schedule 1 of the Agreement:

- Points of MSS Interconnection – Updated data to reflect 2010 Normal Delivery Capability (MW), 2010 Coincident Peak Load (MW) and 2010 Non-Coincident Peak Load (MW)

#### Schedule 6 – Operational Contact

Schedule 6 was deleted and reserved for future use.

#### Schedule 11 – Emergency Action Plan

The following revisions are applied in Schedule 11 of the Agreement:

- References – Updated and deleted various operating procedure references
- Updated language throughout the Schedule to be consistent with current business practices
- Attachment A (Off-Nominal Frequency Relay Plan) – Deleted reference to the NCPA Load Tripping Plan
- Attachment C (Relocation of Dispatch Operations) – Revised Attachment C to reflect new location of the NCPA Disaster Recovery Center

#### Schedule 13 – Existing Contracts, Encumbrances and Transmission Ownership Rights

The following revisions are applied in Schedule 13 of the Agreement:

- South of Tesla Principles – Revised MW entitlement quantities to reflect layoffs
- COTP Terminus – Updated reference to the BANC-CAISO Adjacent Balancing Authority Operating Agreement

#### Schedule 14 – Generating Units and Market-Participating Loads

The following revisions are applied in Schedule 14 of the Agreement:

- Section 1 (Technical Characteristics of Generating Units) – Added a new resource; High Sierra Cogeneration Aggregate (Resource ID: PLMSSR\_6\_HISIER)
- Section 2 (Limitations) – Updated geothermal generating facility limitations based on current geothermal operating plan

Schedule 14(a) – Load Following System Resource Description

Added Schedule 14(a) to list System Resources and Resource Specific System Resources (as applicable)

Schedule 19 – MSSA Load Following Deviation Energy Formula

The following revisions are applied in Schedule 19 of the Agreement:

- MSS Load Following Deviation Energy Formula (DOPD) – Revised the calculation of RT NCPA MSS Trade; added new billing determinate RT CAISO Sale (+)/Purchase (-) to enable City to procure/sell energy from/to the CAISO real-time market if City's generation is lost due to forced outage, and in doing so remain compliant with City's load following requirements
- Revised MSS Load Following Deviation Energy Formula (DOPD) to incorporate HASP Self-Scheduled Energy from load following resources and Operational Adjustments, so that such type of energy is recognized as Load Following Energy